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SUPREME COURT OF THE UNITED STATES.

No. ~~24~~ 9.

JOHN McIVER, ASSIGNEE OF JOSIAH WATSON, PLAINTIFF IN ERROR,

VERSUS

THOMAS HOGE AND THOMAS HATCHER, EXECUTORS OF ISAAC NICKOLLS, JR.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF ALEXANDRIA.

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DISTRICT OF COLUMBIA, to wit.—*To Thomas Hoge and Thomas Hatcher, executors of Isaac Nickolls, jr., who was surviving executor of Samuel and Isaac Nickolls, greeting:*

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, being the present seat of the National Government, on the second Monday in January next, pursuant to a writ of error filed in the clerk's office of the United States' circuit court of the District of Columbia for the county of Alexandria, wherein you are plaintiffs, and John McIver, assignee of Josiah Watson, bankrupt, is defendant, to show cause, if any there be, why the judgment rendered against the said John McIver, assignee of Josiah Watson, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable John Marshall, Chief Justice of the United States, this 19th day of December, 1829.

W. CRANCH.

DISTRICT OF COLUMBIA, *County of Alexandria,* } sct.

Charles Scott personally appeared before me, a justice of the peace for the county aforesaid, and made oath, in due form of law, that he delivered a true copy of the within citation to Robert I. Taylor, attorney for Isaac Nickolls's administrators.

Given under my hand, this 31st day of December, 1829.

CHRISTOPHER NEALE.

UNITED STATES OF AMERICA, *District of Columbia,* } to wit.

The President of the United States of America to the Judges of the United States' circuit court of the District of Columbia, greeting:

Because in the record and proceedings, and also the rendering of the judgment, of a plea which is in the said court for the county of Alexandria, before you or some of you, between Thomas Hoge and Thomas Hatcher, executors of Isaac Nickolls, jr., who was surviving executor of Samuel and Isaac Nickolls, and John McIver, assignee of Josiah Watson, bankrupt, in a plea of trespass on the case, manifest error hath happened, to the great damage of the said John McIver, assignee of the said Josiah Watson, bankrupt, as by his complaint appears, and we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, in the District of Columbia, being the present seat of the National Government, on the second Monday in January next, that the record and proceedings aforesaid being seen and inspected, the said Supreme Court may cause further to be done therein what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable John Marshall, Chief Justice of the United States, this 19th day of December, 1829.

EDMUND I. LEE, *C. C.*

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DISTRICT OF COLUMBIA, sct.—*Pleas before the Honorable the United States' Judges of the circuit court of the District of Columbia for the county of Alexandria, at the court-house in the town of Alexandria, the 24th day of November, in the year of our Lord* 1829.

Samuel Nickolls and Isaac Nickolls, executors of Isaac Nickolls, deceased, plaintiffs, against John McIver, assignee of Josiah Watson, a bankrupt, defendant.

Be it remembered, that heretofore, to wit, on the 13th day of April, 1822, came the plaintiffs aforesaid, by Robert I. Taylor, Esq., their attorney, and sued out of the clerk's office of the said court the United States' writ of *capias ad respondendum*, against the said defendant, which writ, together with the endorsements and return thereon, is in the words and figures following:

DISTRICT OF COLUMBIA, to wit:—*The United States of America, to the Marshal of the District of Columbia, greeting:*

We command you that you take John McIver, assignee of Josiah Watson, a bankrupt, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the Honorable the Judges of the United States' circuit court of the District of Columbia for the county of Alexandria, at the next court, to answer Samuel Nickolls and Isaac Nickolls, executors of Isaac Nickolls, deceased, of a plea of trespass on the case, damage two thousand five hundred dollars; and have then there this writ.

Witness the Honorable William Cranch, Chief Judge of our said court, 15th day of April, 1822.

EDM. I. LEE, *C. C.*

Endorsements.—Money had and received by defendant to plaintiff's use. Take bail for 1,650 dollars—return the annexed affidavit.

W. CRANCH.

Return.—Executed, and Thomas Swann appearance bail.

C. SCOTT, *D. M.*
For Tench Ringgold, Marshal.

COUNTY OF ALEXANDRIA, sct.

This day came Samuel Nickolls, one of the executors of Isaac Nickolls, deceased, before the subscriber, a justice of the peace of the county aforesaid, and, being one of the religious society called Friends, and conscientiously scrupulous of taking an oath, made solemn affirmation in due form of law, that, on the 25th day of February, 1791, the late firm of Josiah Watson and company executed and delivered to the said Isaac Nickolls, since deceased, their bond, dated on the day last mentioned, payable on demand, for the sum of three hundred and fifty pounds, Virginia currency, with interest from the first day of April, 1790; and that the said Josiah Watson and one James Taylor, on the 21st day of September, 1793, duly executed and delivered to the said Isaac Nickolls their bond, dated on the day last mentioned, for the sum of nine hundred and twenty pounds, Virginia currency, payable on the 12th day of March, 1794: that the said Josiah Watson afterwards became, and was duly declared bankrupt under

an act of Congress, passed the 4th day of April, 1800, entitled "An act to establish a uniform system of bankruptcy throughout the United States;" and that one John McIver was duly constituted his assignee, and took on himself to act as such, and received an assignment of the property and effects of the said bankrupt: that the said Isaac Nickolls afterwards departed this life, and this affirmant and his brother Isaac Nickolls were duly constituted his executors, and have qualified as such, and taken on themselves the execution of the will of the said decedent: that the said two bonds were by the said executors presented for dividend to the commissioners appointed ununder the commission of bankrupt awarded against the said Josiah Watson as aforesaid, and, having been duly proved and substantiated to their satisfaction, were admitted to a dividend by the said commissioners for the amount of four thousand six hundred and thirty-eight dollars sixty-one cents, being the balance ascertained by the commissioners to be due thereon; that, on the 29th day of January last past, after the said debt had been admitted to dividend as aforesaid, a divided of thirty-two cents in the dollar was declared by the said commissioners on all claims which had been by them admitted to dividend, and amongst others are the said sum of four thousand six hunhred and thirty-eight dollars sixty-one cents, and was by them ordered to be paid by the said assignee to the respective creditors of the said bankrupt's estate: that, under the said order for dividend, the said John McIver, assignee as aforesaid, became bound, and is yet bound to pay to this affirmant, and to the said Isaac Nicholls, executors of the said Isaac Nickolls, deceased, the sum of fourteen hundred and eighty-four dollars seventeen cents, being the amount due to them on their said claim, at the rate of thirty-two cents in the dollar, under the said declaration of dividend: that the said John McIver has wholly refused, and yet refuses to make payment to this affirmant, or to his co-executor, of any part of their said dividend, and has not paid, or in any way secured the payment of the same or of any part thereof.

Given under my hand, this 13th day of April, 1822.

CHAS. J. CATLETT.

And at the rules held in the clerk's office of the said court for the month of August, 1822, (until which time this cause had been regularly continued) came the plaintiffs, by their said attorney, and filed there a certain bill against the said defendant, which bill is in these words:

ALEXANDRIA COUNTY, sct.

Samuel Nickolls and Isaac Nickolls, executors of the last will and testament of Isaac Nickolls, deceased, complain of John McIver, assignee of Josiah Watson, a bankrupt, in custody, &c., of a plea of trespass on the case, for this, that, whereas heretofore, to wit, on the day of in the year one thousand eight hundred and twenty-two, at the county aforesaid, the said defendant, as assignee as aforesaid, was indebted to the plaintiffs as executors as aforesaid, in the sum of for so much money before that time had and received to the use of the plaintiffs as executors as aforesaid, and, being so indebted, the defendant, in consideration thereof, afterwards, to wit, on the day of in the year aforesaid, undertook, and to the said plaintiffs then and there faithfully promised to pay to the plaintiffs, the said sum of money when he should be thereto afterwards required; nevertheless, the defendant, his said promise in no sort regarding, the said sum of money, or any part thereof, though often required, to the plaintiffs has not paid, but the same to

pay always refused, and still refuses, to the damage of the paintiffs dollars, and therefore they bring suit. And the plaintiffs bring here into court letters testamentary of the said deceased, whereby it fully appears to the court here that the plaintiffs are executors of the last will and testament of the said deceased, and have execution thereof.

R. I. TAYLOR, *P. Q.*

And the said defendant having been arrested, and not appearing, on the motion of the plaintiffs, by their attorney, it is ordered that the judgment be entered for the plaintiffs against the defendants, for what damages the plaintiffs hath sustained by occasion of the defendant's non-performance of the promise and assumption in the declaration mentioned, unless the defendant shall appear and plead to issue at the next rules.

At the rules held in the clerk's office of the said court for the month of September, in the same year, the defendant still failing to appear, on the motion of the plaintiffs, by their attorney, it is ordered that the last order made against him in this cause be confirmed, and that the plaintiffs' damages be ascertained by a jury at the next term.

At another day, to wit, at a court continued and held for the District and county aforesaid, the 13th day of December, 1822, came the plaintiffs aforesaid, by their said attorney; and on their motion it is ordered that the said defendant do give special bail before he is allowed to appear in this suit: whereupon Thomas Swann personally appeared in open court, and became pledge and bail for the said defendant, that, in case he should be cast in this suit, he, the said defendant, would pay and satisfy the condemnation of the court, or render his body to prison in execution of the same, or that he, the said Thomas Swann, would do it for him.

And at a court continued and held for the District and county aforesaid the 6th day of May, 1824, (until which time this cause had been regularly continued,) came the plaintiffs aforesaid by Robert I. Taylor, Esq., their attorney; and the said defendant by Thomas Swann, Esq., his attorney, comes and defends the wrong and injury when, &c. and on his motion the writ of inquiry awarded in this case is set aside, and he says that he did not assume upon himself in manner and form as the plaintiffs against him hath complained, and of this he puts himself upon the country, and the plaintiffs likewise. Therefore let, &c.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 16th day of April, 1829, (until which time this cause was regularly contined,) the plaintiffs' deaths were suggested, and William Hoge and Thomas Hatcher, executors of Isaac Nickolls, jr., deceased, who was the surviving executor of Samuel and Isaac Nickolls, admitted plaintiffs, and jury sworn and affirmed, to wit: Alexander McKenzie, George Johnston, Benoni Wheat, Archibald O. Douglass, William L. Kennedy, Thomas Munroe, James McKenzie, jr., Robert Hall, Peter E. Hoffman, John D. Brown, Samuel M. Janney, and Thomas Jacobs; and by consent of parties, and with the assent of the court, a juror was withdrawn, and the cause continued.

And at a court continued and held for the district and county aforesaid the 23d day of November, 1829, came the parties aforesaid by their attorneys, and thereupon came a jury, to wit: William A. Williams, William Gregory, Thomas K. Beall, Henry Chatham, Robert I. T. Wilson, Matthias Snyder, Guy Atkinson, William Yeaton, George H. Smoot, Samuel Bartle, Anthony Rhodes, and Edward C. Fletcher, who being sworn and

affirmed well and truly to try the issue joined, upon their oaths and affirmations returned the following verdict, to wit: "We of the jury find for the plaintiffs the issue joined, and assess their damages to the sum of fourteen hundred and eighty-four dollars and seventeen cents, the principal sum due, to bear interest from the 29th day of January, 1822, till paid, subject to the demurrer to evidence joined in this cause."

Demurrer to evidence filed in this cause.

Upon the trial of this cause, the plaintiffs, to sustain the issue on their part, gave in evidence to the jury a record book of the proceedings of the commissioners of bankruptcy in the case of Josiah Watson, which book and the proceedings therein contained are in these words (see No. 1, at the end of the record.)

The plaintiffs then gave in evidence the commission of bankruptcy issued in the case of the said Josiah Watson, which said commission is in these words, to wit: (see No. 2.) The plaintiffs also gave in evidence to the jury a commission from Thomas Jefferson, President of the United States, to Francis Peyton, bearing date the 22d of June, 1802, in these words, to wit: (see No. 3;) and three similar commissions to Walter Jones, jr., George Gilpin, and Jonah Thompson, which commissions are in these words: (see Nos. 4, 5, and 6:) and it is admitted that the said Jonah Thompson is one of the firm of Thompson and Veitch, in whose favor a dividend was declared by said commissioners as set forth in the said proceedings; the said Peyton, Thompson, and Gilpin, in the said proceedings of bankruptcy mentioned, being three of the commissioners named in the four general commissions from Thomas Jefferson, then President of the United States, before given in evidence, and being also the persons named in the said commission from William Kilty, who was, at the time of issuing the same, Chief Judge of the United States' circuit court of the District of Columbia, and the certificate of discharge of the said bankrupt, dated 28th June, 1803, signed by the said William Kilty, Chief Judge as aforesaid, (see No. 7,) and proved that the said John McIver in the said proceedings of bankrupt mentioned, and John McIver the defendant to this suit, are one and the same person; and that the said Josiah Watson, at the time he was declared bankrupt as aforesaid, and for a long time before and since, was and continued to be an inhabitant of the town of Alexandria, in the District of Columbia.

And the said defendant says that the aforesaid matter to the jurors aforesaid in form aforesaid shewn in evidence by the said plaintiffs, is not sufficient in law to maintain the said issue joined on the part of the said plaintiffs; and that he, the said defendant, to the matter aforesaid, in form aforesaid shewn in evidence, hath no necessity, nor is he obliged by the laws of the land, to answer; and this he is ready to verify: wherefore, for want of a sufficient matter in that behalf shewn in evidence to the jury aforesaid, the said defendant prays judgment And the said plaintiffs, for that they have shewn in evidence to the jury aforesaid sufficient matter to maintain the issue joined on the part of the said plaintiffs, and which they are ready to verify, and for as much as the said defendant doth not deny, nor in any manner answer the said matter, prays judgment.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid the aforesaid 24th day of November, 1829, came the parties aforesaid, by their attorneys; and thereupon the defendant's demurrer to the plaintiff's evidence in this cause being argued, it seems to

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the court here that the evidence is sufficient in law to maintain the issue joined on the part of the plaintiffs; therefore, it is considered by the court that the plaintiffs recover against the defendant the sum of fourteen hundred and eighty-four dollars and seventeen cents, with interest thereon from the 29th of January, 1822, till paid, (the damages aforesaid by the jurors in their verdict assessed,) and their costs by them about their suit in this behalf expended. And the said defendant in mercy, &c.

Plaintiff's costs, $17 42.

No. 1. *Referred to in demurrer to evidence.*

In pursuance of a commission of bankruptcy, issued by the Honorable William Kilty, Chief Judge of the circuit court of the District of Columbia, against Josiah Watson, of the said town of Alexandria, bearing date the 15th day of April, 1803, directed to George Gilpin, Francis Peyton, and Jonah Thompson, we, the subscribers, being the commissioners in the said commission named and appointed, met at John Gadsby's city tavern, in the town of Alexandria, on Saturday, the 16th day of April, 1803, and, after being duly qualified according to law, proceeded to the execution of the said commission.

Memorandum. We, the commissioners in the aforesaid commission named and appointed, did, on the day and year, and at the place aforesaid, appoint James M. McRea Secretary, and John McLeod Messenger, to the commissioners under the said commission; and did also appoint to meet on Wednesday, the 20th day of the present month, at the same place, at three o'clock in the afternoon, for the further execution of the said commission, and having issued a notice to Josiah Watson, the person against whom the said commission hath been issued, and also to Gurden Chapin, the petitioning creditor, of the time and place of holding the said meeting, the commissioners adjourned.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

At John Gadsby's city tavern, in the town of Alexandria, on Wednesday, the 20th day of April, 1803.

Depositions, examinations, and other proceedings, had and taken under a commission of bankruptcy awarded and issued against Josiah Watson, late of the town of Alexandria, merchant.

Gurden Chapin, of the town of Alexandria, being sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued forth, was, before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of one thousand and ninety dollars and thirty-six cents, on two notes of hand, dated the 27th June, 1799, the one for four hundred dollars, the other for four hundred and eighty-seven dollars and seventy-five cents, and the interest thereon calculated up to the 15th of April, 1803; the said notes being for bank stock sold by this deponent to the said Josiah Watson and this deponent further saith, that he has not, nor hath any person for his use, to the best of his knowledge and belief, received any security or satisfaction for the same, save the aforesaid two notes of hand.

GURDEN CHAPIN.

Ambrose Vasse, of the town of Alexandria, having solemnly affirmed and being examined, on the day and year, and at the place aforesaid, upon his affirmation saith, that, on the first day of February, 1803, he, this affirmant, purchased from Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, five barrels superfine flour, and paid him cash for the same.

AMBROSE VASSE.

Andrew Watson, of the town of Alexandria, being sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that, some time in the latter end of the year 1801, he, this deponent, sent sundry articles of merchandise, the property of Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, to vendue, to be sold for and on account of the said Josiah Watson: and this deponent further saith, that, at sundry times since the year 1801, he hath sold parcels of flour belonging to the said Josiah Watson, and for his account and use.

ANDREW WATSON.

William Reily, of the town of Alexandria, being sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that, on the 15th day of February, 1803, he, this deponent, sold to Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, six barrels of flour, and received payment for the same.

WILLIAM REILY.

John McKinney, of Alexandria, being sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that, at sundry times within six months last past, he, this deponent, hath purchased from Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, Indian meal in small quantities; and this deponent further saith, that, in the month of January last, he sold to the said Josiah Watson a quantity of loaf sugar.

JOHN McKINNEY.

Samuel Croudson, of the town of Alexandria, being sworn and examined on the day and year, and at the place aforesaid, upon his oath saith, that within six months last past, Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, purchased from this deponent five barrels of superfine flour, and paid him, this deponent, cash for the same.

SAMUEL CROUDSON.

Phineas Janney, of the town of Alexandria, having solemnly affirmed, and being examined, on his affirmation saith, that, in the month of February last past, he, this affirmant, sold to Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, six barrels of flour, and received payment for the same.

PHINEAS JANNEY.

Edmund Denney, of the town of Alexandria, being duly sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that, some time in the months of February and March last past, he, this deponent, sold to Josiah Watson, the person against whom this commission of

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bankruptcy hath been awarded and issued, seven barrels of flour, and received payment for the same.

EDMUND DENNEY.

Daniel McLean, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that, on the 14th day of February last past, Andrew Watson sold to this deponent six barrels of flour, and gave this deponent a paper signed Phineas Janney, whereby the said Phineas Janney engaged to deliver six barrels flour to Josiah Watson or his order, which flour was received by this deponent, and the amount thereof paid to Andrew Watson: and this deponent further saith, that, to the best of his knowledge, the said paper signed "Phineas Janney," engaging to deliver six barrels of flour, was endorsed by Josiah Watson.

DANIEL McLEAN.

William Ladd, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that, on the 22d of February last past, he, this deponent, purchased from Andrew Watson six barrels of flour, and paid him for the same; and the said Andrew Watson gave to this deponent a promissory note of William Reily for six barrels of flour, deliverable to Josiah Watson, and a bill of parcels and receipt for the money in the name of the said Josiah Watson.

WILLIAM LADD.

John Overall, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that, within four months last past, he, this deponent, purchased from Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, one loaf of sugar, and paid cash for the same.

JOHN OVERALL.

William Fox, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that he, this deponent, is a deputy marshal, duly authorized by law to serve process issuing from the circuit court of the District of Columbia for the county of Alexandria; that on the 13th or 14th of the present month of April, a writ issuing from the clerk's office of Alexandria county against Josiah Watson, at the suit of Gurden Chapin, was put into this deponent's hands, on which bail was endorsed: that, on the said 13th or on the 14th day of April aforesaid, he, this deponent, went to the house of Josiah Watson, for the purpose of serving the said process; that he knocked at the door thereof, which was opened by Andrew Watson, son of the said Josiah Watson; and this deponent inquired of the said Andrew Watson, if his father was at home, and whether he, this deponent, could see him; that the said Andrew Watson desired this deponent to come to another door; that this deponent, in passing to the said other door, saw Josiah Watson run across the inner room, and at the same time called to this deponent that he could not see him, and the said Josiah Watson then disappeared, and this deponent thinks he went up stairs; whereupon this deponent, not being able to serve the said process, went away. And this deponent further saith, that he thinks he is known to Josiah Watson as a deputy marshal, and he is of opinion that the said Josiah Watson went out of the way to avoid being served with process. And this deponent further saith, that he had, for some time before the said 14th day of

April, another writ against the said Josiah Watson, at the suit of Nehemiah Morris, as an assignee; and that he took the latter writ also with him when he went to the house of the said Josiah Watson, on the 13th or 14th day of April aforesaid, with a view of executing it. WILLIAM FOX.

John Watson, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that he boards in the family of Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued: that he, this deponent, hath heard the said Josiah Watson say that Mr. Fox, the deputy marshal, had been there about the 13th or 14th of the present month; and that he, the said Josiah Watson, said he apprehended the said Fox had process to serve on him, in consequence of which the house of the said Josiah Watson was locked up, and has been kept locked ever since the said 13th or 14th of April, inst., during which time the said Josiah Watson kept himself concealed in the house, and informed this deponent that his reason for so doing was to avoid process being served on him. JOHN WATSON.

John Foster, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that, on 16th day of the present month, he called at the house of Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, and he found the door of the house locked, and could not immediately obtain admittance: that, after some time, the said Josiah Watson appeared at the window, and, on discovering this deponent, the door was opened by a son of the said Josiah Watson. And this deponent further saith, that he called again at the house of the said Josiah Watson on the 17th of April, and again found the door locked, but, as he believes, upon being known the door was opened as before: that this deponent also called at the house of the said Josiah Watson on the 18th of April, and found the door locked; on the 20th of April, this deponent called at the house of the said Josiah Watson, and was conducted in by the back door: that, in a conversation with the said Josiah Watson, he, the said Watson, informed this deponent that on the same day in the preceding week the deputy marshal had been at his house, and had got into the passage; that he, the said Watson, said he expected the said deputy marshal had process to serve on him, in consequence of which he had informed the said marshal that he would not be taken: and the said Josiah Watson informed this deponent that he had kept his house and the door locked since the time when the deputy marshal had called as aforesaid. JOHN FOSTER.

Memorandum. On the day and year and at the place aforesaid, we, the commissioners in the aforesaid commission named and appointed, whose names are hereunder written, having proceeded on the said commission, upon due examination and sufficient cause before us this day had and taken, do find that the said Josiah Watson became a bankrupt within the true intent and meaning of the act of Congress of the United States entitled "An act to establish an uniform system of bankruptcy throughout the United States," before the date and suing forth of the said commission; and we therefore adjudge and declare him bankrupt accordingly.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

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We, the commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, having found and declared the said Josiah Watson a bankrupt, do hereby order that the following notice be published and continued in the newspaper called the "Alexandria Expositor," printed in Alexandria, until the 1st day of June next ensuing, viz:

In the case of Josiah Watson, a bankrupt.

Whereas a commission of bankruptcy hath been awarded and issued forth against Josiah Watson, late of the town of Alexandria, and he, being declared a bankrupt, is hereby required to surrender himself to the commissioners in the said commission named on Saturday, the 30th day of April instant, on Saturday, the 14th day of May, and on Wednesday, the 1st day of June next ensuing, at 9 o'clock in the forenoon of each day, at John Gadsby's city tavern, in the town of Alexandria, and make a full discovery and disclosure of his estate and effects, at the second of which said meetings the creditors of the said bankrupt are to come prepared to prove their debts, and choose an assignee or assignees, and at the last meeting the said bankrupt is required to finish his examination, and the creditors are to assent to or dissent from the allowance of his certificate: all persons indebted to the said bankrupt, or that have any of his effects in their hands, are not to pay or deliver the same but to whom the commissioners shall appoint; and that the said notice be signed by the secretary to the commission.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

In pursuance of public notice for that purpose given, we, the commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, met at John Gadsby's city tavern, in the town of Alexandria, this 30th day of April, 1803; at which time the bankrupt aforesaid did surrender himself, pursuant to notice for that purpose given, to the commissioners in the aforesaid commission named and authorized, and submitted himself to be examined from time to time, touching the discovery of his estate and effects, and in all things to conform to the directions of the act of Congress of the United States made, and now in force, concerning bankrupts.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

The said Josiah Watson being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that the articles of household furniture, goods, and effects, seized and taken under the commission, together with the books, papers, and writings delivered up, and lists of lands, deeds, patents, balances of debts due, and other statements of claims, of him, this deponent, and a full discovery of all the effects and property of this deponent, so far as he is at present able to make it; but this deponent not being at present prepared to make a full disclosure and discovery of his estate and effects, prays further time for the doing the same, viz: until the next meeting appointed by public advertisement in this behalf, which is granted him accordingly.

JOSIAH WATSON.

We, the commissioners in the aforesaid commission named and appointed, do order that an allowance be made to the said bankrupt for the support of himself and family, at the rate of three dollars and thirty-three cents per day, to be paid out of the estate and effects of the said bankrupt, for the period of forty-two days. We do also order and direct that the said bankrupt be permitted to retain all the bedding together with four feather beds, one mattress, one servant's bed and bedding, and four bedsteads, as necessary for the use of the said bankrupt and his family.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

At a special meeting of the commissioners named and appointed in and by a commission of bankruptcy, awarded and issued against Josiah Watson, of the town of Alexandria, at John Gadsby's city tavern, in the town of Alexandria, the 3d day of May, 1803—

Washington Bowie, late of Georgetown, in the District of Columbia, against whom a commission of bankruptcy was formerly awarded and issued forth, and Charles Wayman and Walter Smith, joint assignees of the estate and effects of the said Washington Bowie, being severally sworn and examined, on the day and year and at the place aforesaid, upon their respective oaths say: and first, this deponent, Washington Bowie, for himself, saith, that Josiah Watson, of the town of Alexandria, against whom a commission of bankruptcy is awarded and issued, is justly and truly indebted unto Charles Wayman and Walter Smith, as assignees of the estate and effects of this deponent, in the sum of two thousand three hundred and eleven dollars and sixty-eight cents, being the amount of two judgments obtained by the said Washington Bowie against the said Josiah Watson in the court of hustings for the town of Alexandria, at July term, 1799, including interest and costs; which said sum of two thousand three hundred and eleven dollars and sixty-eight cents, or any part thereof, he, this deponent, hath not received, nor hath the said other deponents or either of them, to his knowledge or belief, received the said sum of money, or security or satisfaction for the same; and these deponents, Charles Wayman and Walter Smith, upon their several oaths, each speaking for himself, respectively, say, that they have not, nor hath any person for their or either of their uses, received the said sum of two thousand three hundred and eleven dollars and sixty-eight cents, or any part thereof, or any satisfaction or security for the same, to the knowledge or belief of the other of them, save the aforesaid judgments and the bonds given by the said Josiah Watson and his securities for the prison rules.

WASHINGTON BOWIE,
CHARLES WAYMAN,
WALTER SMITH.

Memorandum. On the day and year and at the place aforesaid, Josiah Watson, the person against whom a commission of bankruptcy is awarded and issued, exhibited to us the commissioners named and authorized in and by the said commission, his petition in writing, setting forth that he, the said Josiah Watson, has been confined to the prison rules of the county of Alexandria for upwards of two years last past, on two executions issued against his body by Washington Bowie, who has lately become a bankrupt, and has obtained his discharge; and that his said confinement under the said exe-

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cutions is a great detriment and hindrance to the regular and effectual settlement of his affairs, and the due execution of the commission of bankruptcy now in prosecution against him. And the said Josiah Watson, in his petition aforesaid, further states, that he has applied to the assignees of the said Washington Bowie to discharge him from custody under the executions aforesaid, which the aforesaid assignees have refused and still do refuse to do: therefore, he prays relief from us.

We, therefore, the commissioners named and appointed in and by the commission aforesaid, deeming the conduct of the said bankrupt to have been fair, and such as will entitle him to a certificate, when by law such certificate may be given, and by virtue of the powers vested in us by an act of the Congress of the United States entitled "An act to establish an uniform system of bankruptcy throughout the United States," do hereby discharge the said Josiah Watson from his confinement under the two executions aforesaid.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

SECOND MEETING.

Depositions, examinations, and other proceedings, had and taken under a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, at John Gadsby's city tavern, in the town of Alexandria, this 14*th day of May,* 1803.

Joseph Harper, a partner of the late firm of Joseph and Samuel Harper, of the town of Alexandria, being sworn and examined, on the day and year, and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent, as a partner of the late firm of Joseph and Samuel Harper aforesaid, in the sum of four hundred and fifty six dollars and forty-one cents, on a note of hand for goods sold and delivered by the said Joseph and Samuel Harper to the said Josiah Watson; for which sum this deponent hath not, nor hath any other person, to his knowledge or belief, received any security or satisfaction whatever, save the aforesaid note of hand.

JOSEPH HARPER.

Walter A. Smith, joint administrator of all and singular the goods and chattels, rights and credits, which were of William Smith at the time of his death, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington and Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent, in his said capacity, in the sum of seventeen hundred and nine dollars and forty cents, for goods sold and delivered by the said William Smith, in his lifetime, to the said Josiah Watson, before he became bankrupt; for which said sum of seventeen hundred and nine dollars and forty cents, or any part thereof, this deponent hath not received, nor did the said William Smith, in his lifetime, to his knowledge or belief, nor any other person to the use of the said intestate or of this deponent, receive any security or satisfaction.

WALTER A. SMITH.

John Dundass, a partner of the house of Hepburn and Dundass, as agents for for Robert Bird, claims a debt of fourteen thousand two hundred and nineteen dollars and twenty-eight cents, that became due to the said Robert Bird from Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, before the date and suing forth of the said commission, for goods sold and delivered by the said Robert Bird to the said Josiah Watson.

JOHN DUNDASS.

Elisha C. Dick, of the town of Alexandria, against whom a commission of bankruptcy has some time since been awarded and issued, and John McIver, of the town aforesaid, assignee of the estate and effects of the said bankrupt, being severally sworn and examined, on the day and year, and at the place aforesaid, upon their respective oaths, say: and first, the deponent, Elisha C. Dick, for himself, saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, is justly and truly indebted to the said John McIver, as assignee of the estate and effects of this deponent, in the sum of two hundred and sixty four dollars and thirty-three cents, for medical services, before he became a bankrupt; which said sum of two hundred and sixty four dollars and thirty-three cents, or any part thereof, he, this deponent, hath not received, nor have or hath the said other deponent, to his knowledge or belief, received the said sum of money, or any security or satisfaction for the same; and these deponents, Elisha C. Dick and John McIver, upon their several oaths, each speaking for himself, respectively, say, that they have not, nor hath any other person for them or for their or either of their uses, received any security or satisfaction for the same, to the best of their knowledge or belief.

ELISHA C. DICK.
JOHN McIVER,
Assignee of the estate of E. C. Dick.

William Hodgson, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly indebted unto this deponent in the sum of nine hundred and seventy-five dollars and two cents, for goods sold and delivered by this deponent to the said firm of Washington J. Washington & Co.; for which said sum of nine hundred and seventy-five dollars and two cents, or any part thereof, he, this deponent, hath not received any security or satisfaction, saving and excepting his interest in an assignment made by Washington J. Washington for the benefit of his creditors, which has already produced one dividend of one shilling in the pound, which dividend is credited in the amount now exhibited.

WILLIAM HODGSON.

William Hodgson, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly indebted unto this deponent in the sum of sixteen dollars and fifty-eight cents; for which sum this deponent hath not,

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nor hath any person for his use, to the best of his knowledge and belief, received any security or satisfaction for the same.

WILLIAM HODGSON.

William J. Hall, of the town of Alexandria, and John Rumney, of the said town, being sworn and examined, on the day and year and at the place aforesaid, upon their several oaths say: and first this deponent, William J. Hall, for himself saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly indebted to the said John Rumney, as assignee of this deponent, in the sum of three thousand and seven hundred and fifty-seven dollars and fifty-six cents, for sundry drafts of Washington J. Washington, drawn on him, and by him accepted, and for which said sum of three thousand seven hundred and fifty-seven dollars and fifty-six cents, or any part thereof, he, this deponent, hath not received any security or satisfaction, save and except his interest in an assignment made by Washington J. Washington for the benefit of his creditors, which has already produced one dividend of one shilling in the pound, which said dividend is credited in the account now exhibited; and the said deponent, John Rumney, for himself saith, that he did, before the date and suing forth of the said commission, for a valuable consideration, receive from the said William J. Hall an assignment of the said debt of three thousand seven hundred and fifty-seven dollars and fifty-six cents; and each of the said deponents, speaking for himself, saith that he hath not, nor hath any person for his benefit or use, to the best of his knowledge or belief, received any security or satisfaction for the same, save the aforesaid assignment from the said Washington J. Washington for the benefit of his creditors.

WILLIAM J. HALL,
JOHN RUMNEY.

John Dunlap, of the town of Alexandria, attorney in fact for John Batchelor, of the city of Dublin, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto the said John Batchelor in the sum of twenty thousand two hundred and six dollars and ninety-six cents, being the principal and interest due upon a joint bond of James Watson and the said Josiah Watson, now in the possession of, and exhibited by, this deponent, payable to the said John Batchelor; for which said sum of money this deponent hath not, nor hath the said John Batchelor, or any other person in this behalf, to the best of his knowledge and belief, received any security or satisfaction whatever, save and except certain deeds of trust made by the said James Watson to Thomas Irwin, Robert I. Taylor, and this deponent, for one moiety of 15,865 acres of land in the State of Kentucky, and 4,200 acres in the State of Tennessee, which lands, agreeably to the tenor of the said deeds of trust, were to be sold, and the proceeds to be applied towards the payment of the aforesaid bond.

JOHN DUNLAP,
Attorney for John Batchelor.

James Wilson, of the town of Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of thirteen hundred and fifteen dollars and eighty two cents, for goods sold and delivered by this deponent to the said Washington J. Washington & Co.; and this deponent further saith, that he has not, nor hath any person in his behalf, to the best of his knowledge and belief, received any security or satisfaction whatever for the said sum of money, save and except an assignment made by Washington J. Washington for the benefit of his creditors, on which assignment one dividend of one shilling in the pound has been received, which said dividend is credited in the account now exhibited against the said Josiah Watson.

JAMES WILSON.

James Kennedy, junior, of the town of Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of seven hundred and twenty-two dollars and eighty-four cents, a part thereof being for principal and interest on premiums of insurance due to this deponent, and the sum of one hundred and fifty-seven pounds sixteen shillings, Virginia currency, with the interest thereon, being a part of the amount of a note of hand of him the said Josiah Watson, assigned to this deponent by Bryan Hampson for a valuable consideration; and this deponent further saith, that the aforesaid note of hand is either lost or mislaid, so that he cannot at present produce it, but he hath never assigned or passed away the said note; and for which said sum of seven hundred and twenty-two dollars and eighty-four cents this deponent hath not, nor hath any person in his behalf, to the best of his knowledge or belief, received any security or satisfaction for the same, save the aforesaid note of hand.

JAMES KENNEDY, Jr.

Anthony Crease, acting clerk to the late firm of Thompson & Veitch, of the town of Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto the late firm of Thompson & Veitch, of Alexandria, in the sum of two thousand nine hundred and fifty-six dollars and forty-eight cents, being the balance of an account for goods sold and delivered, and money paid and advanced, by the said Thompson & Veitch to the said Josiah Watson; for which said sum of two thousand nine hundred and fifty-six dollars and forty-eight cents, this deponent hath not, nor hath the said Thompson & Veitch, or either of them, nor any person in their behalf, to the best of his knowledge and belief, received any security or satisfaction for the same.

ANTHONY CREASE, Jr.

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Anthony Crease, acting clerk of the late firm of Thompson & Veitch, of the town of Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto the late firm of Thompson & Veitch in the sum of seven thousand and three dollars and seventy-three cents, for goods sold and delivered, and money paid and advanced, by the late firm of Thompson & Veitch to the said Washington J. Washington & Co.; for which said sum of seven thousand and three dollars and seventy-three cents this deponent hath not, nor hath the said Thompson & Veitch, or either of them, nor any person in their behalf, to the best of his knowledge and belief, received any security or satisfaction for the same, save and except an assignment made by Washington J. Washington for the benefit of his creditors, on which one dividend of one shilling in the pound has been received, which said dividend is credited in the account now exhibited.

ANTHONY CREASE, Jr.

William J. Hall and James Wilson, two of the joint assignees of Washington J. Washington, being duly sworn and examined, on the day and year and at the place aforesaid, upon their oaths say, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto these deponents and Richard Veitch, as assignees of the said Washington J. Washington for the benefit of the creditors of Washington J. Washington & Co., in the sum of seven thousand four hundred and seventy-seven dollars and eighteen cents, being the balance due from the said Josiah Watson on a settlement of accounts of the said firm of Washington J. Washington & Co.; for which sum of seven thousand four hundred and seventy-seven dollars and eighteen cents these deponents have not, nor hath the said Richard Veitch, or any other person in their behalf, to the best of their knowledge and belief, received any security or satisfaction whatever.

WILLIAM J. HALL,
JAMES WILSON.

Memorandum. This being the day appointed in the Alexandria Expositor for the choice of assignees of the estate and effects of Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, we, the undersigned, being the major part of the creditors of the said Josiah Watson present at this meeting, and who have proved our respective debts to be two hundred dollars, have chosen, and do hereby nominate and choose John McIver to be sole assignee of the estate and effects of the said Josiah Watson; and we do hereby desire the commissioners to make an assignment thereof to him accordingly.

JAMES WILSON,	JAMES KENNEDY, Jr.	GURDEN CHAPIN,
JOHN RUMNEY,	J. THOMPSON, *for the late firm of Thompson & Veitch,*	JOHN DUNLAP, *Att'y for John Batchelor.*
WILLIAM J. HALL,		

I do accept the trust, office, and duty of assignee.

JOHN McIVER.

Memorandum. That Josiah Watson, the person against whom this commission of bankruptcy hath been awarded and issued, did, on the day and year and at the place aforesaid, surrender himself to us, the commissioners in and by the said commission named and authorized, and submitted himself to be, from time to time, examined, touching the discovery of his estate and effects, and in all things to conform himself according to the directions of the statute lately made, and now in force, concerning bankrupts.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

The said Josiah Watson being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that he is not yet prepared to make a full discovery and disclosure of his estate and effects, and prays further time for the doing thereof, till the next meeting appointed by public advertisement in this behalf, which is granted him accordingly.

JOSIAH WATSON.

THIRD MEETING

At John Gadsby's city tavern, in the town of Alexandria, the 1st day of June, 1803.

Proceedings had and taken under a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, in the District of Columbia.

Memorandum. George Gilpin, in behalf of Samuel Nichols, of Loudoun county, Virginia, exhibited a paper purporting to be a statement of a claim of the said Samuel Nickols against Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, due upon two bonds, supposed to be payable to the estate of Isaac Nickols, deceased; also, a claim of Pancoast, of Loudoun, against the said Josiah Watson, due upon bond, which said paper is filed among the proceedings in this case.

James Keith, of the town of Alexandria, one of the executors of the estate of John Fitzgerald, late collector of the customs for the port of Alexandria, deceased, exhibited a paper under the hand of Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, acknowledging a balance to have been due to Vincent Gray, late deputy collector of the port of Alexandria, on the 25th day of May, 1796, of five hundred and sixty dollars and seventy-six cents; which said sum the said Josiah Watson promised to pay to the said John Fitzgerald; and the said James Keith declares his belief that the said balance arose from transactions of the said Vincent Gray as deputy collector as aforesaid, and that the said balance is due to the United States; and the said James Keith says that he hath not, nor hath any person, to his knowledge and belief, received any part, or security or satisfaction for the same.

JAS. KEITH.

Richard M. Scott, of Fairfax county, and State of Virginia, being sworn and examined, on the day and year and at the same place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of two hundred and forty-three dollars and eight cents, being the balance of an account settled with the said Josiah Wat-

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son; for which said sum of two hundred and forty-three dollars and eight cents, this deponent hath not, nor hath any person in his behalf, to the best of his knowledge and belief, received any part, security, or satisfaction whatsoever. And this deponent wishes it to be understood that the account herein stated to be settled between him and the said Josiah Watson, on which the said balance of $243 08 arises, is totally independent of, and has no connexion whatsoever with, a deed of trust made by said Watson, to this deponent, in behalf of Charles Love, dated 13th November, 1797, on which a balance is still due, and for which this deponent looks to the land conveyed by said deed of trust.

RICHARD M. SCOTT.

John G. Ladd, of the town of Alexandria, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of eight hundred and twenty-five dollars and thirty-two cents, being for goods sold and delivered by this deponent to the said Josiah Watson, and to Washington J. Washington & Co.; and this deponent further saith, that he hath not, nor hath any person in his behalf, received any security or satisfaction for the same, save and except the interest he hath in an assignment made by Washington J. Washington for the benefit of his creditors, on which one dividend of one shilling in the pound has been received, which said dividend is credited in the account now proved, and except a draft drawn by Washington J. Washington on the said Josiah Watson, and by him accepted, dated the 25th day of September, 1797, for six hundred and fifty-six dollars and twenty-two cents.

JNO. G. LADD.

Josiah Watson, of the town of Alexandria, in the District of Columbia, the person against whom this commission of bankruptcy is awarded and issued, being before us, the commissioners in and by the said commission named and authorized, in order to make a full disclosure and discovery of his estate and effects, pursuant to notice in the "Alexandria Expositor" for that purpose given, and being sworn and examined, the day and year and at the place aforesaid, upon his oath saith, that the various books and papers which have been delivered up by the said deponent to James M. McRea, clerk to the commissioners, and to John McIver, assignee of the estate and effects of this deponent, together with the lists of balances due to him, and lists of lands, interest, and claims of this deponent, deeds, patents, and other papers relating to the same, and the goods and things seized and taken under the commission, do contain, and are in full and true disclosure and discovery of all this deponent's property, estate, and effects, both real and personal, whereby this deponent or his family hath, or may have or expect any profit, possibility of profit, benefit, or advantage whatsoever, (except only such part of his estate and effects as have been really and bona fide before sold and disposed of in the way of his trade and dealings, and except such sum and sums of money as had been laid out in the ordinary expenses of this deponent and his family.) And this deponent further saith, that, at the time of this his examination, he has delivered up to the commissioners, or unto the assignee chosen under the said commission, all such parts of his goods, wares, merchandises, money, estate, and effects, and all books, pa-

pers and writings relating thereto, as are now in his custody, possession, or power, (his necessary wearing apparel, and the necessary wearing apparel of his wife and family, and necessary beds and bedding, only excepted.) And this deponent saith, that he hath not removed, concealed, or embezzled any part of his estate, nor any books of account, papers, or writings, relating thereto, with an intent to defraud his creditors.

JOSIAH WATSON.

Memorandum. On the day and year and at the place aforesaid, we, the commissioners named and authorized in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, in the District of Columbia, met and examined the proceedings under the said commission, and finding thereby, and by affidavit in writing exhibited to us, that full two-thirds in number and value of all the creditors who have proved their debts under the said commission, amounting respectively to fifty dollars and upward, have signed their consent that the commissioners should execute a certificate to the Honorable William Kilty, Chief Judge of the circuit court of the District of Columbia, for the said bankrupt's discharge, according to the statute entitled "An act to establish an uniform system of bankruptcy throughout the United States," we, the said commissioners, accordingly executed the said certificate.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

Memorandum. That we, the undersigned, commissioners named and authorized in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, on the day and year and the place aforesaid, executed an assignment of the said bankrupt's estate and effects to John Mclver, the assignee appointed and chosen by the creditors of the said bankrupt.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

John G. Ladd, being sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto the deponent in the sum of sixteen dollars and eighteen cents, for goods sold and delivered to the said Washington J. Washington & Co.; for which this deponent hath not, nor hath any person in his behalf, received any security or satisfaction whatsoever, save and except the interest which this deponent hath in an assignment made by the said Washington J. Washington for the benefit of his creditors, on which one dividend of one shilling in the pound has been received, and is credited in the account now proved.

JNO. G. LADD.

At John Gadsby's city tavern, in the town of Alexandria, the 9th day of July, 1803—

We, the commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alex-

andria, met on the day and year and the place aforesaid, and did make and execute six deeds of bargain and sale, of real estate of the said Josiah Watson, to John McIver, assignee, duly chosen by the creditors, who had proved their debts under the said commission.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

Memorandum. On the 21st day of July, 1804, we, the commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, of the town of Alexandria, did execute two deeds of bargain and sale to John McIver, the assignee duly chosen under the said commission, for real estate of the said Josiah Watson lying in the State of Tennessee.

GEORGE GILPIN,
JONAH THOMPSON,
FRANCIS PEYTON.

At John Gadsby's city tavern, in the town of Alexandria, the 27th day of July, 1804—

John Gulick, of the county of Loudoun, exhibited a debt due by Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, due on a bond, with the affidavit of the said John Gulick, by which he attests that the sum of two thousand two hundred and four dollars and ninety-five cents, principal and interest, was, at and before the date and suing forth of the said commission, and still is, justly due from the said Josiah Watson to the said John Gulick.

Edmund I. Lee, attorney for Matthew Page, exhibited his power of attorney legally attested, and the affidavit of the said Matthew Page, attesting that the sum of nine hundred and fifty dollars and seventy-eight cents was, at and before the date of suing forth of the said commission, and still is, justly due from Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, for debt, damages, and costs recovered by the said Matthew Page at the May term of the Dumfries district court, in the year 1799.

Bryan Hampson, of the town of Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, as a partner of the late firm of Washington J. Washington & Co., was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent in the sum of four hundred and thirty-one dollars, for goods sold and delivered by this deponent to the said Washington J. Washington & Co.: and this deponent further saith, that he has not, nor hath any other person in his behalf, to the best of his knowledge and belief, received any security or satisfaction whatsoever for the same, save and except an assignment made by Washington J. Washington for the benefit of his creditors, on which assignment one dividend of one shilling in the pound has been received, which dividend is credited in the account now exhibited against the said Josiah Watson.

BRYAN HAMPSON.

Thomas Patton, of the town of Alexandria, exhibited a claim of debt for eight thousand seven hundred and eighty-nine dollars and twenty-three

cents, due on account, from Josiah Watson to Thomas Weatherall and Charles Turner, of Loudoun, which claim he exhibits in behalf of William Prentis, attorney for the said Thomas Weatherall and Charles Turner, of Loudoun.

Memorandum. We, the commissioners named and authorized in the commission of bankruptcy awarded and issued against Josiah Watson, having met for the purpose of giving instructions and powers to the assignee chosen under the said commission to compound, compromise, and arbitrate any matter or thing in dispute relative to the said estate, do adjourn to meet again at the same place on Monday next, the 30th instant, at 4 o'clock in the evening, for the said purposes.

GEORGE GILPIN,
JONAH THOMPSON,
F. PEYTON.

At a meeting of the commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, held by adjournment at John Gadsby's city tavern, in the town of Alexandria, on Monday, the 30th day of July, 1804—

Henry Rose, of the town of Alexandria, attorney for Lawrence Berry, of King George county, in the State of Virginia, exhibited a power of attorney from the said Lawrence Berry, legally attested, together with an affidavit of said Berry, whereby it appears that the sum of three hundred and eighty-six dollars and fifty cents, principal, and one hundred and twenty-three dollars and sixty-eight cents, interest, was justly due from Josiah Watson before he became bankrupt, and still is justly and truly due to the said Lawrence Berry, on a note of hand given by the said Josiah Watson, dated the 25th day of September, 1797, payable to the said Lawrence Berry or order ninety days after date; which note of hand is filed among the proceedings in this case.

John Muncaster, a partner of the house trading under the firm of Robert T. Hooe & Co., in Alexandria, being duly sworn and examined, on the day and year and at the place aforesaid, upon his oath saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date and suing forth of the said commission, and still is, justly and truly indebted unto this deponent and his partners in the sum of thirteen hundred and ninety-six dollars and ninety-five cents, principal and interest, and costs of protest, due upon a note of hand signed by the said Josiah Watson, dated the 25th day of July, 1797, payable to James Watson ninety days after date, for one thousand and fifty dollars; for which said sum of thirteen hundred and ninety-six dollars and ninety-five cents, this deponent hath not, nor hath either of his partners, or any other person in their behalf, received any security or satisfaction whatsoever, save and except the said note of hand.

JOHN MUNCASTER.

Be it remembered, that we whose names are hereunto subscribed, being the major part in value of the creditors who have proved our debts under the commission of bankruptcy awarded and issued against Josiah Watson, present at the time and place above mentioned, pursuant to an advertisement in each of the Alexandria newspapers of the 18th day of the present month, in order to assent to or dissent from the assignee chosen under the said commission, his commencing, prosecuting, or defending any suit or suits, at law or in equity, for recovery of any part of the said bankrupt's estate or effects,

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and also to his compounding, submitting to arbitration, or otherwise agreeing any matter or thing relating thereto, and on other special affairs, and also pursuant to the act of Congress of the United States concerning bankrupts, do consent and agree that the assignee under the said commission shall have full power and authority to commence, prosecute, or defend any suit or suits, at law or in equity, which he may deem necessary for recovery of any part of the said bankrupt's estate and effects, and also to compound, submit to arbitration, or otherwise agree any matter or thing relating thereto; to sell and dispose of all the property of said bankrupt at private or public sale for cash, or on such credits and securities as he shall deem most for the interest of the said estate and creditors; and, in case of any part of the said estate being exposed to public sale, and being likely in his opinion to go below its value, to buy in the same in behalf of the said creditors; and if in any case any part of the lands belonging to the said bankrupt's estate shall have been sold for payment of taxes, to compound or compromise with the purchasers thereof, by advances of money or otherwise, for redemption of said lands; and generally to do and perform every act or thing which may in his judgment be beneficial to the said estate.

JOHN DUNLAP, *att'y for John Batchelor*,
GURDEN CHAPIN,
RICHARD VEITCH,
JAMES WILSON,
ROBERT T. HOOE & Co.
WILLIAM HODGSON,
JAMES KENNEDY, Jr.,
JONAH THOMPSON.

Be it remembered, that we whose names are hereunto subscribed, being the major part of the creditors who have proved our debts under a commission of bankruptcy awarded and issued against Josiah Watson, present at this meeting, do consent and agree, that, in consequence of the assignee chosen under the said commission proceeding in person to the States of Tennessee and Kentucky or Virginia, for the purpose of selling and disposing of the said bankrupt's estate and effects in those States, to allow and pay to him out of the said estate at the rate of a thousand dollars per annum for and during the time he shall be absent and employed in the business of the said estate, together with his expenses incurred during such time, exclusive of such commission on the sales and collections of the said estate as may be hereafter fixed and allowed by the commissioners and creditors.

JAMES WILSON,
GURDEN CHAPIN,
JOHN DUNLAP, *att'y for John Batchelor*,
JONAH THOMPSON,
RICHARD VEITCH,
ROBERT T. HOOE & Co.
WILLIAM HODGSON,
JAMES KENNEDY, Jr.

At a meeting of the surviving commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, held at the court-house in the town of Alexandria, on Saturday, the 27th day of May, 1820—James M. McRea, the late secretary to the commissioners, having died since their last meeting, Israel P. Thompson was appointed to that office, and duly qualified.

John Hopkins, jr., attorney for John Hopkins, of Frederick county, in the State of Virginia, exhibited a power of attorney from the said John Hopkins, legally attested, together with an affidavit of said Hopkins, whereby it appears that the sum of thirteen thousand one hundred and thirty-nine dollars and nine cents is due from the said Josiah Watson, being the balance of an account, with interest calculated to the fifteenth day of April, eighteen

hundred and three, arising out of certain contracts between the parties, which, together with the account, are filed among the papers in this case.

JOHN HOPKINS, Jr., *for J. Hopkins.*

James Sanderson, administrator of the goods and chattels rights and credits which were of John Foster, surviving partner of Foster and May at the time of his death, being duly sworn, saith, that Josiah Watson, against whom this commission of bankruptcy is awarded, was, at and before the issuing of the same, and still is, indebted unto the deponent in his said capacity in the sum of two hundred and sixty-six dollars, with interest from the sixteenth day of July, seventeen hnndred and ninety-nine, on a note of hand given to Foster and May by the said Josiah Watson; for which said sum, or any part thereof, this deponent hath not received, nor did the said Foster and May, or John Foster in his lifetime, to his knowledge or belief, nor any other person to the use of the said intestate or of the deponent, receive any security or satisfaction.

JAMES SANDERSON.

Ann Hunter and David Hunter, administrators of Moses Hunter, deceased, by Robert I. Taylor, claims on a note of hand five hundred and six pounds seven shillings, Virginia currency, with interest on the same from the twentieth day of October, seventeen hundred and ninety-seven.

Francis Stribling, by Magnus T. Stribling, claims the amount of a bond for two thousand one hundred and seventy-one dollars and fifty-one cents, and bearing date on the thirteenth day of May, seventeen hundred and ninety-nine.

John McIver, assignee of the estate of Josiah Watson, made a report on the affairs of the said bankrupt, accompanied by the following statements, viz.:

1. Statement of the sale of real estate belonging to the estate of Josiah Watson, a bankrupt.

2. Statements of warrants drawn by J. McIver from the commissioner of land claims in Tennessee, and of the manner in which the said warrants have been disposed of.

3. Statement of time devoted in Tennessee and Kentucky to the business of the estate.

The commissioners then adjourned, to meet again at the court-house in Alexandria, on Monday, the 29th day of May, 1820.

At a meeting of the commissioners, held pursuant to adjournment at the court-house in Alexandria, on Monday, the 29th day of May, 1820—

Upon the application of Josiah Watson, the person against whom a commission of bankruptcy is awarded and issued, we, the commissioners named and authorized in and by the said commission, do hereby allow the said bankrupt the sum of three hundred dollars, to be paid him by the assignee out of any moneys in his hands, to the credit of the estate, which said allowance is not to be considered as final, but we purpose to resume the subject at our next meeting in September, at which time it is expected a statement of the bankrupt's affairs will be rendered by the assignee.

We do also order and direct that a meeting of the creditors of the said bankrupt be called on the third day of September next, to receive and consider the report of the said assignee, and that regular notice of the proposed meeting be given in the newspapers published in the town of Alexandria.

In conformity with the above order and direction of the commissioners, the following notice was published in the newspapers of the town of Alexandria:

"Notice is hereby given to the creditors of Josiah Watson, a bankrupt, that, on the 4th day of September next, being the first Monday of the month, the assignee of the estate of said bankrupt will attend at the court-house in Alexandria, when and where said creditors are requested to convene, as business of importance appertaining to said estate will then come before the commissioners.

JOHN McIVER,
Assignee of the estate and effects of
July 24, 1820. *Josiah Watson, a bankrupt.*"

On the 24th of August, 1820, the following note was added by the assignee:

"From unavoidable circumstances, the above meeting is postponed until the 20th day of November next."

And on the 10th day of November, 1820, the following notice was given by the assignee:

"*Postponement.*—The meeting of the creditors of Josiah Watson, advertised to take place on the 20th of the current month, is again unavoidably postponed. Due notice of the day of meeting will be given.

JOHN McIVER,
Assignee of the estate and effects of
Josiah Watson."

The following petition to the commissioners was received, June, 1821:

"*To Francis Peyton and Jonah Thompson, Esquires, commissioners under the bankruptcy awarded against Josiah Watson, a bankrupt:*

Your petitioners, the undersigned creditors of the said Josiah Watson, represent, that many years ago a commission of bankruptcy was awarded against the said Josiah, and, at a meeting of the said creditors, John McIver was appointed assignee of the estate of said Josiah, which was a large and valuable estate. That, during the whole period of the agency of the said John McIver, so far as the undersigned are informed, no adequate account of his transactions has been laid before yourselves or the creditors. That an attempt was made to obtain a settlement in the month of May of the last year, and said John McIver pledged himself to call together the creditors of the said Josiah Watson in the month of August following, which he has failed to perform. That the said McIver has called at different times meetings of the said creditors, but has, at each time appointed by himself, postponed said meeting, and the last meeting indefinitely. That the said McIver has large funds in his hands belonging to the estate, which your petitioners have a right to receive and enjoy. That the said McIver has in no instance complied with the terms of the law commonly called the bankrupt law; that its ordinances have been disregarded by him; and that, in defiance of his duties as trustee, he has, so far as your petitioners know or are informed, kept all the funds of the said estate under his own control, and never called the said creditors together to ascertain their wishes as to the deposite, destination, or appropriation of the funds coming or come into the hands of the assignee or trustee aforesaid. That your petitioners believe

and trust that the said McIver cannot be deaf to a call made by yourselves for a settlement, to whom he is amenable as his judges, however unconcerned he may be to the individual call of the subscribers. They therefore pray you to summon, in convenient time, the said John McIver to appear before you, in the town of Alexandria, to settle up his account as assignee aforesaid, and to make a dividend of said estate, and the funds arising or already arisen from said estate; or, in default thereof, that the creditors of the said Watson, whom your petitioners pray be summoned to meet at the same time and place, may appoint some other agent to transact the affairs of said estate of said Watson, whose functions, superseding those of said McIver, may give to the creditors some hope of receiving something from an estate which, after being in the hands of the said John McIver for seventeen years, has yielded nothing to their necessities.

JOSEPH TIDBALL,
FRANCIS STRIBLING.

The time proposed for the said meeting, Monday, the 16th day of July, 1821."

In behalf of the administrators of Moses Hunter, deceased, who are creditors of Josiah Watson, I unite in the request that the commissioners will proceed to summon the assignee, John McIver, to appear and settle his accounts; and also to summon the creditors for the purposes above mentioned.

H. ST. G. TUCKER,
Att'y for David Hunter and Ann Hunter, adm's of Mo. Hunter, dec'd.

Upon consideration, it is thought that the 16th day of July will be too short notice, and therefore it is thought proper to name Wednesday, the 15th day of August next. Having already signed a petition similar to the foregoing, I can only say that I unite with the other gentlemen who have signed this petition.

JOHN HOPKINS.

JUNE 16, 1821.

The commissioners having met to take into consideration the foregoing petition of the creditors of Josiah Watson, a bankrupt, and having duly considered the same, do order and direct as follows:

In compliance with the wishes of the above petitioners, creditors of Josiah Watson, a bankrupt, and in conformity with the powers vested in us as commissioners under the bankrupt law, we do hereby order and direct that a meeting of the creditors of Josiah Watson, the bankrupt herein before mentioned, be held on Monday, the 3d day of September next, at the courthouse in the town of Alexandria; and that the trustee of the said bankrupt be then and there requested to attend; and that the clerk do give notice of the said meeting in both newspapers published in the town of Alexandria.

The surviving commissioners named and appointed in and by a commission of bankruptcy awarded and issued against Josiah Watson, met at the courthouse in the town of Alexandria, on Monday the 3d of September, 1821, pursuant to notice given in the newspapers of the town.

In consequence of the inclemency of the weather, several of the creditors were prevented from attending: it was therefore determined by the commissioners, in order to obtain as full a meeting as possible, that they do ad-

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journ until to-morrow morning at nine o'clock; and they adjourned accordingly.

The commissioners assembled at the court-house this day, September 4th, 1821, pursuant to adjournment.

Magnus T. Stribling, of the town of Alexandria, attorney for Francis Stribling, of the county of Frederick, and State of Virginia, exhibited a power of attorney from the said Francis Stribling, legally attested, together with an affidavit of said Francis Stribling, whereby it appears that the sum of two thousand one hundred and seventy-one dollars and fifty-one cents, with interest thereon from the thirtieth day of May, one thousand seven hundred and ninety-nine, was justly due from Josiah Watson, before he became bankrupt, and still is justly and truly due to the said Francis Stribling, on a bond given by the said Josiah Watson dated the thirtieth day of May, 1799, payable to the said Francis Stribling on demand, which bond is filed among the proceedings in this case.

Henry Cooper, of the town of Alexandria, attorney for Gavin Hamilton, surviving partner of Hamilton & Son, of the city of Philadelphia, exhibited a power of attorney from the said Gavin Hamilton, legally attested, together with an affidavit of the said Gavin Hamilton, whereby it appears that the sum of one hundred and fifty-seven dollars and sixteen cents was justly due from Josiah Watson before he became bankrupt, and still is justly and truly due to the said Gavin Hamilton, surviving partner of Hamilton & Son, on note under seal given by the said Josiah Watson, dated the 4th day of June, 1798, payable to Messrs. Hamilton & Sons, or order, eighteen months after date; which note is filed among the papers in this case.

At the request of the creditors, the meeting was then adjourned, to afford the assignee time to prepare a report to be laid before them. Adjourned until to-morrow morning at nine o'clock.

The commissioners met this day, Wednesday, the 5th of September, 1821, at the court-house in the town of Alexandria, pursuant to adjournment.

Joseph Tidball, being sworn saith, that Josiah Watson, of the town of Alexandria, the person against whom a commission of bankruptcy was awarded and issued, was, at and before the issuing forth of the said commission, and still is, justly indebted unto this deponent in the sum of two thousand nine hundred and six dollars and fifty-eight cents, for flour sold the said Josiah Watson before he became a bankrupt, and for which he gave his notes to this deponent on the seventh day of October, seventeen hundred and ninety-seven, for the following sums viz: one for one thousand dollars, one for five hundred and sixty dollars, one for three hundred and forty-six dollars, and one for one thousand dollars and fifty-eight cents, making together the sum of two thousand nine hundred and six dollars and fifty-eight cents; which said sum or any part thereof, he, this deponent, hath not received, nor hath any person to his use received any part whatsoever; and the above notes have been unfortunately lost.

J. TIDBALL.

Joseph Smith, of Alexandria county, in the District of Columbia, being sworn, saith, that Josiah Watson, the person against whom the commission of bankruptcy was awarded and issued, was, at and before the issuing forth of the said commission, and still is, justly indebted unto this deponent in the sum of eight hundred and sixty dollars and sixty-one cents, before he became a bankrupt, for damages and costs recovered by this deponent in the district

court of Fredericksburg, in the county of Prince William, and State of Virginia, in May, eighteen hundred, against the said bankrupt; for which said sum of eight hundred and sixty-six dollars and sixty-one cents, executions were issued and levied on some lands in the county of Frederick, and State of Virginia, which did not pay the interest; but this deponent did sell his interest in this land for five hundred dollars, about the year 1812. That the costs for levying the executions and expense of juries is not charged; and, as this deponent did not, by the extension of the lands, receive as much as the interest would be and the additional cost, he conceives he is not bound to credit the sum of five hundred dollars.

It was resolved by the creditors, upon motion to that effect being made, that a committee of three creditors be appointed by the commissioners to examine the accounts and reports of the assignee, and that the said committee do report thereupon as soon as practicable to the commissioners; and further, that they report their opinions as to the course which they would propose to be pursued for the future management of the estate of the bankrupt.

The commissioners required of the assignee the books of accounts directed to be kept by him by the 32d section of the bankrupt law; which not being ready, the assignee promised to produce them at a subsequent meeting of the commissioners.

The committee appointed under the foregoing resolution were Mr. John Hopkins, jr., Mr. Magnus T. Stribling, and Mr. Alexander Moore; and the above named committee having declared their intention of reporting on Friday next at 12 o'clock, the meeting accordingly adjourned until Friday, the 7th September, at 12 o'clock.

The following papers were laid before the commissioners by the assignee:

1. Report of John McIver, assignee of Josiah Watson's estate, to the creditors.
2. Abstract of lands in Tennesee, Virginia, and Kentucky, conveyed by commissioners of bankruptcy in case of Josiah Watson, to John McIver, assignee.
3. Account of the estate of Josiah Watson with John McIver assignee.

The commissioners met this day, Friday the seventh day of September, 1821, pursuant to adjournment; but the committee not being ready to report, the meeting was adjourned until 4 o'clock in the afternoon to receive the same.

4 *o'clock.*—The commissioners met pursuant to adjournment.

James Keith, jr., of the town of Alexandria, executor of the last will and testament of Jane Contee, being duly sworn, saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued forth, was, at and before the issuing forth of the said commission, indebted unto Dennis Magruder, of Prince George county, State of Maryland, in the sum of seven hundred and thirty dollars, upon a promissory note under his hand, dated the sixteenth day of June, seventeen hundred and ninety-seven, made payable on the sixteenth day of July, seventeen hundred and ninety-eight, by the said bankrupt, to one James Watson, and endorsed by him to the said Dennis Magruder, which note the said Dennis Magruder endorsed to this deponent or order, in his said capacity as executor of Jane Contee, since the date of the said bankruptcy; of which said sum this deponent hath not received any part, nor hath any other person, to the use of this deponent, received any part whatsoever. And this deponent is ready to declare, and

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doth verily and truly believe, that the said Dennis Magruder hath never received any part of the same.

Moses Gulick, executor of John Gulick, deceased, one of the creditors of Josiah Watson, produced a copy of the probate of John Gulick's will, properly authenticated, and was admitted to represent the debt of John Gulick.

The committee appointed to examine the accounts and reports of John McIver, assignee, made a report, which was read and filed among the papers; and the assignee requesting from the committee and creditors time to answer the said report of the committee, the nineteenth day of October was appointed for a meeting of the commissioners, as suiting the convenience of all parties. And the meeting was accordingly adjourned to that day.

The commissioners met this day, Friday, the 19th day of October, eighteen hundred and twenty-one, at Wren's tavern, in the town of Alexandria, pursuant to adjournment.

The report of the assignee in reply to the report of the committee appointed to examine the accounts of the said assignee, was read and filed with the clerk.

On motion of Mr. A. Moore, one of the creditors, it was resolved to adjourn until to-morrow at 10 o'clock. Adjourned.

The commissioners met this day, Saturday, October 20th, 1821, pursuant to adjournment.

The rejoinder of the committee appointed to examine the accounts of the assignee was presented and filed.

The following resolutions, proposed by the committee in their first report on the assignee's accounts, were adopted, viz:

1. *Resolved*, That the commissioners make a dividend of the money now in the assignee's hands, leaving him such sum as they may deem sufficient to defray the future charges on the estate.

2. *Resolved*, That the assignee be requested forthwith to prepare a book conforming to the requisitions of the 32d section of the bankrupt law.

3. *Resolved*, That the assignee be directed, and he is hereby directed, to sell no more of the landed estate, the title to which in his opinion is doubtful, without full notice to, and with the consent of the creditors.

4. *Resolved*, That the assignee be requested to prepare a statement of the various suits of the estate, with their results.

5. *Resolved*, That the assignee be requested to furnish statements of his various contracts and sales, and terms of sales. Adjourned.

At sundry meetings of the commissioners, held at the dwelling-house of the clerk to this commission, from the 6th to the 19th day of November, 1821—

The commissioners proceeded to examine the several accounts of the assignee, with the various reports of the assignee and committee of the creditors, at which several meetings the assignee attended, with his documents and vouchers; and after a most deliberate examination of all the papers, the commissioners were unable to make a just and satisfactory settlement with the said assignee without further proofs and documents to establish his accounts.

With a view to a further progress in the settlement of the said assignee's account, the commissioners do hereby order and direct that the said assignee lodge with the clerk of this commission the following papers:

1. An account of sales of all the lands sold, belonging to the estate of Josiah Watson, a bankrupt, shewing the date of the sale, the name and residence of the purchaser or purchasers, the number of acres, the price per acre, the amount of sale, the time of payment, and the State and county where the lands lie.

2. An account of sales of all the land warrants sold, belonging to the estate of Josiah Watson, a bankrupt, shewing the time of sale, the name and residence of the purchaser or purchasers, the number of acres, the price per acre, the amount of sale, and the time of payment.

3. A statement of all the suits instituted and defended on account of the bankrupt's estate, shewing the sums paid and recovered in each case.

4. A statement of debts due from the sale of lands and other property.

5. A list of the debts collected for balances due the estate at the time of bankruptcy.

6. A statement of fees paid to lawyer's and the sums recovered for fees.

7. A statement of the sums paid to witnessess, and the sums recovered.

8. Copies of the deeds for the lands sold to George Washington Campbel, Jenkin Whitesides, and John Childress.

The clerk of the commission is directed to furnish the assignee with a copy of the foregoing requisitions.

The assignee having produced an account of sales of horses, in which is charged the sum of dollars for expense of bringing them in from the western country, and selling them here, the commissioners consider the charges as inadmissible without further proof, which he is required to exhibit. Adjourned.

At a meeting of the commissioners and creditors, held at the Washington tavern, on Tuesday the 11th December, 1821, pursuant to notice—

The commissioners stated to the creditors the progress they had made in the adjustment of the accounts of the assignee, and the difficulties which prevented a settlement, also the necessity of obtaining from the assignee further documents and vouchers to establish his charges and credits. These documents and vouchers have been required by them from the assignee, and upon the receipt of his answer they will make further progress.

At a meeting of the commissioners, held at the office of Robert I. Taylor, Esq., in the town of Alexandria, on Saturday, the 15th day of December, 1821.

It was resolved that the assignee be required to make a dividend of the estate and effects of Josiah Watson, a bankrupt. and that a notice to that effect be given him by the clerk.

In conformity with the foregoing resolution the following notice was left at the dwelling-house of the assignee on Monday morning, the 17th of December, 1821.

"*Notice.*—To John McIver, assignee of the estate of Josiah Watson, a bankrupt: Sir: You are hereby required to attend us, whose names are hereunto subscribed, the surviving commissioners named and authorized in and by a commission of bankruptcy awarded and issued, and now in prosecution, against Josiah Watson, of the town of Alexandria, to-morrow morning, at 10 o'clock, at the Washington tavern, in the town of Alexandria, to show cause why notice has not been given by you for making a dividend of the estate and effects of the said bankrupt, according to the act of Congress in that case

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made and provided, which, if you fail of doing, a meeting will be forthwith appointed by us whose names are hereunto subscribed, the said surviving commissioners, in and by the above commission named and authorized, for you to produce your receipts and payments touching the same, and to make a dividend of such part of the said estate and effects as shall appear to be remaining on your hands.

Dated this seventeenth day of December, eighteen hundred and twenty-one.

Signed, JONAH THOMPSON.
FRANCIS PEYTON."

The commissioners met this day, December the 18th, 1821, at the Washington tavern, in the town of Alexandria.

The assignee attended, pursuant to a notice served upon him by the clerk, and required from the commissioners until 10 o'clock to-morrow morning to give his answer.

The answer to the requisitions for documents and vouchers was presented by the assignee and filed.

Adjourned until to-morrow morning, at 10 o'clock.

December 19, 1821.—The commissioners met this day, pursuant to adjournment.

The assignee appeared, and declared his intention to comply with the order of the commissioners in relation to the declaration of a dividend; whereupon the following notice was published by the assignee in the newspapers of the town:

"*Notice.*—In the case of Josiah Watson, a bankrupt. The surviving commissioners, named and authorized in and by a commission of bankruptcy, awarded and issued, and now in prosecution, against Josiah Watson, (late of Alexandria,) intend to meet on Tuesday, the 22d day of January, 1822, at 10 o'clock in the forenoon, at the Washington tavern, in the town of Alexandria, in order to make a dividend of the estate and effects of the said bankrupt, when and where the creditors who have not already proved their debts under the said commission, are hereby required to come, prepared to prove the same, or they will be excluded the benefit of the said dividend.

JOHN McIVER, *Assignee.*

The commissioners met this day, January 22d, 1822, agreeably to public notice.

William Ramsay, late of the town of Alexandria, now of Washington city, one of the late firm of Andrew and William Ramsay, against whom a commission of bankruptcy is awarded and issued, and now in prosecution, and John McIver, assignee of the estate and effects of the said Andrew and William Ramsay, bankrupts, being severally sworn and examined, the day and year and at the place aforesaid, upon their respective oaths, say: and first, this deponent, William Ramsay, for himself, saith, that Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, was, at and before the date of suing forth said commission, and still is, justly and truly indebted to the said John McIver, as assignee of the estate and effects of this deponent and the before named Andrew Ramsay, trading under the firm of Andrew and William Ramsay, in the sum of fourteen hundred and five dollars, with interest on said sum to 15th April, 1803.

amounting altogether to the sum of fifteen hundred and seventy-eight dollars sixteen cents, as per annexed account; for which said sum of fifteen hundred and seventy-eight dollars sixteen cents, or any part thereof, he, this deponent, has not received, nor hath the other deponent, to his knowledge or belief, received the said sum of money, or any security or satisfaction for the same, saving and except a certain deed of conveyance (made by the said Josiah Watson before his bankruptcy) to this deponent and the said Andrew Ramsay, before they became bankrupts, for nine hundred and three and a quarter acres of land, in lot H I, No. two, within the bound of Richard Henderson & Co.'s grant, on Clinch river, in the State of Tennessee, valued at fourteen hundred and five dollars, to which land the said Josiah Watson (as this deponent is informed and believes) had not such a title vested in him as would have enabled him, or any person claiming under him, to hold and possess the same—said Watson having only had an undivided interest in said grant, and no title in severalty was vested in him to any part thereof at the date of said conveyance, as this deponent is informed and believes. And this deponent, John McIver, upon his oath, speaking for himself, saith, that he hath not received the said sum of fifteen hundred and seventy-eight dollars sixteen cents, or any part thereof, or any satisfaction or security for the same, saving and except the conveyance before mentioned from the said Josiah Watson to the said Andrew and William Ramsay for said nine hundred and three and a quarter acres, and a deed to this deponent from the commissioners of bankruptcy in the case of said Andrew and William Ramsay for said nine hundred and three and a quarter acres, which land, or any part thereof, (through defect of title,) he, this deponent, could not hold, as he has been advised and believes, and therefore surrenders said deeds, and all benefits to be derived from them, for the benefit of the creditors seeking relief under the commission of bankruptcy against said Josiah Watson.

JOHN McIVER, *Assignee of the estate of Andrew and William Ramsay.*

Samuel Nickolls, as assignee of John Pancoast, presented a claim against Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, on a bond for fifty-nine pounds one and four pence, Virginia currency, with interest thereon, dated the 20th of May, 1795, and payable on demand; which, being proved by the affidavit of the said John Pancoast, as also the assignment to the said Samuel Nickolls, is admitted by the commissioners.

Thomas Swann, as attorney for William Taylor, claims a debt from Josiah Watson, on a judgment obtained by the said William Taylor against the said Josiah Watson before he became a bankrupt, in the district court of Dumfries, for three thousand nine hundred and eighty-nine pounds damages, and sixteen dollars and eleven cents costs.

The commissioners proceeded to examine the various accounts exhibited against the bankrupt, preparatory to the declaration of the dividend; but not being able to finish the same, they adjourned until to-morrow morning at 10 o'clock.

The commissioners met this day, January 23d, 1822, pursuant to adjournment.

Roger C. Weightman presented a claim of Henry Potter, executor of

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James Easton, deceased, for two thousand seven hundred and fifty-four dollars, together with interest on thirteen hundred and seventy-seven dollars, one half of said debt, from the 4th day of June, 1797, until the 15th day of April, 1803, being the date of said commission, and interest, also, upon thirteen hundred and thirty-seven dollars, the other half of said debt, from the 4th day of June, 1798, until the said 15th April, 1803, in virtue of a certain agreement entered into on the 4th day of June, 1796, between the said Josiah Watson and Stockley Donaldson, which said agreement is herewith exhibited.

The commissioners not having concluded the investigation of the claims, adjourned until to-morrow morning at 10 o'clock.

The commissioners met this day, January 24th, 1822, pursuant to adjournment.

John Hopkins, jr., for John Hopkins, presented a claim against Josiah Watson, a bankrupt, on a note for thirteen hundred and fifty dollars, drawn by James Watson, and endorsed by said Josiah Watson, as per statement of the circumstances of the transaction, filed with the clerk.

The commissioners, after making progress in the examination othe accounts, adjourned until to-morrow morning, at 10 o'clock.

The commissioners met this day, January 25th, 1822, pursuant to adjournment.

Samuel Nickolls presented a claim against Josiah Watson, the person against whom this commission of bankruptcy is awarded and issued, upon two bonds, one drawn by the said Josiah Watson and James Taylor, and made payable to Isaac Nickolls on or before the 12th day of March, seventeen hundred and ninety-four, for nine hundred and twenty pounds, and one other, drawn by Josiah Watson & Co., payable to the said Isaac Nickolls on demand, bearing interest from the first day of April, seventeen hundred and ninety, for three hundred and fifty pounds, Virginia currency; which last bond bears date the twenty-fifth day of February, seventeen hundred and ninety-one, and has thereon an endorsement, stating that interest has been paid up to the first of April, one thousand seven hundred and ninety three. The affidavits annexed to both bonds recognise an allowance of all credits which may appear against them on the books of Josiah Watson.

Eben Taylor, surviving executor of William Taylor, claims a debt due from Josiah Watson to the said William Taylor—the amount not ascertained.

John R. Cooke, acting executor of Stephen Cooke, claims a debt due from Josiah Watson, on a judgment obtained by said Stephen Cooke against the said Josiah Watson, for twenty-five hundred dollars, damages two hundred dollars, and costs sixteen dollars and thirty cents, in the district court of Dumfries.

The commissioners met this day, January 26th, 1822, pursuant to adjournment.

The commissioners, after a most minute and deliberate investigation of all the accounts filed under this commission, have admitted the following as duly and satisfactorily proved:

Gurden Chapin - - - - -	$1,090 36
Joseph Harper - - - - -	456 41
Elisha C. Dick - - - - -	264 33
William Hodgson - - - - -	16 58

James Kennedy, jr.	$722 84
James Keith	560 76
Richard M. Scott	243 08
Lawrence Berry	510 18
John Muncaster	1,396 95
John Gulick	2,204 95
Matthew Page	1,153 28
Francis Stribling	2,171 51
Gavin Hamilton	157 16
John Hopkins	9,132 36
John Pancoast	264 81
Washington Bowie	2,311 68
Samuel Nickolls	4,638 61
James Keith, jr., executor of Jane Contee	730 00
Ann Hunter	2,244 76
	$30,270 61

The following additional evidence was filed in the case of James Keith, executor of Jane Contee, against Josiah Watson:

James Keith, jr., executor of Jane Contee, being duly sworn, saith, that the note of seven hundred and thirty dollars, of Josiah Watson, was received from Walter S. Chandler by Dennis Magruder, for his bond, the property of the said Jane Contee; and, after the failure of the said Josiah Watson, the note was given to Jane Contee by said Magruder, and by her held until her death; and no payment was ever made on the same, to her, or any other person for her.

JAMES KEITH, Jr.

The commissioners met this day, January 28th, 1822, pursuant to adjournment.

Thomas Swann being sworn, saith, that he acted as the attorney of William Taylor in obtaining a judgment against Josiah Watson, a short copy of which judgment, from the clerk of the district court of Dumfries, is hereto annexed. This deponent saith, that he hath good reason to believe, and doth verily believe, that the said judgment remains wholly unsatisfied; that the said Josiah Watson, at the time the said judgment was obtrined, was embarrassed in his affairs, and, as this deponent very believes, was then, and ever since has been, unable to pay the same. This deponent saith, that, at the time he obtained the said judgment, William Taylor resided in Baltimore, but he has understood that he removed from thence to New Orleans, and that he resides there at this time. This deponent has no other power to claim payment of the said claim but in consequence of his having been the attorney of said Taylor in obtaining the said judgment.

John Hopkins, jr., as the attorney of Joseph Tidball, objects to the commissioners deciding the case, and requires a jury, which is allowed.

John McIver, attorney in fact for the assignees of William Hodgson, who was assignee of William J. Hall, objects to the decision of the commissioners, who refused to admit the claim of William J. Hall and John Rumney upon the evidence adduced, and requires a jury, which is allowed.

John McIver, as trustee of William Hodgson, objects to the decision of the commissioners, who refused to admit the claim, and requires a jury in the case, which is allowed.

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Richard Veitch, a partner in the late firm of Thompson and Veitch, objects to the decision of the commissioners; and one of the commissioners being a party, and declining to vote, a jury is allowed in this case of Thompson and Veitch against Josiah Watson.

In the case of Thompson & Veitch against Josiah Watson, as a partner in the firm of Washington J. Washington & Co., a jury is allowed for the same reasons as stated in the foregoing entry.

Richard Veitch, surviving trustee of Washington J. Washington & Co., objects to the decision of the commissioners who refused to admit in the case of Washington J. Washington & Co. against Josiah Watson, and requires a jury to decide the case, which is allowed.

Thomas Swann, as attorney for William Taylor, objects to the decision of the commissioners, who refused to admit his claim upon the evidence submitted; whereupon the party claimant then required a jury, according to law, which is allowed.

Robert I. Taylor, administrator of James Wilson, objects to the decision of the commissioners on the claim of James Wilson, heretofore exhibited, and requires a jury, which is allowed.

James Sanderson claims, as agent for the administrator of John Foster, a debt against Josiah Watson for two hundred and sixty six dollars, with interest from the 16th July, 1799, heretofore exhibited.

Alexander Moore, on behalf of John Batchelor, objects to the decision of the commissioners, who refused to admit his claim on the evidence submitted, and requires a jury, which is allowed.

At a meeting of the commissioners, held at the Washington Inn, on Tuesday, the 29th day of January, 1822:—

In the case of Josiah Watson, a bankrupt. At a meeting of the commissioners, assignee, and creditors of the said bankrupt, held at the Washington inn, in the town of Alexandria, on the 22d day of January, 1822, and continued from day to day until the 30th day of January, 1822, for the purpose of declaring a dividend of the bankrupt's estate, in pursuance of public notice to that effect, given by advertisement in the Alexandria Gazette,

Be it remembered, that we whose names are hereto subscribed, being the surviving commissioners named and authorized in and by a commission of bankruptcy, awarded and issued, and now in prosecution, against the said Josiah Watson, late of Alexandria, having met together the day and year and at the place abovementioned, in order to make a dividend of the estate and effects of the said bankrupt, pursuant to notice for that purpose given as aforesaid, and it appearing to us, from an examination of the assignee's accounts as exhibited to us, that he is properly chargeable with the sum of thirty-two thousand nine hundred and fifty-one dollars fifty-six cents, with interest on the same to the amount of fourteen thousand six hundred and fifty dollars and thirty cents, making together the sum of forty-seven thousand six hundred and one dollars and eighty-six cents, from which being deducted the credits allowed the assignee, amounting to ten thousand nine hundred and eleven dollars and seventy-two cents, with interest on the same to the amount of four thousand six hundred and ninety-nine dollars seventy-five cents, making together the sum of fifteen thousand six hundred and eleven dollars forty-seven cents, leaves a balance in the hands of the assignee, for dividend, to the amount of thirty-one thousand nine hundred and ninety dollars and thirty-nine cents, as will appear by the amended account herewith exhibit-

ed, a copy of which is filed amongst the proceedings under this commission; and it further appearing to us that the debts proved against the said bankrupt's estate, including those proved at this present meeting, amount to the sum of thirty thousand two hundred and seventy dollars and sixty-one cents, and juries have been demanded on debts to the amount of sixty-seven thousand three hundred and sixteen dollars and seventy-nine cents, and that the sum of thirty-one thousand nine hundred and ninety dollars thirty-nine cents, now in the said assignee's hands, will admit a dividend of thirty-two cents in the dollar, amongst the creditors who had so proved, reserving a similar dividend on the claims on which juries have been called as aforesaid;

We do therefore order that a dividend of thirty-two cents in the dollar, out of the money so remaining in the hands of the said assignee, be forthwith paid by him to all the said bankrupt's creditors who have already proved their debts and sought relief under the said commission, in proportion to their several debts, according to the list annexed; which said dividend of thirty-two cents in the dollar amounts to the sum of thirty-one thousand two hundred and twenty-seven dollars and ninety-six cents, as we compute the same.

And after the payment thereof, there will remain in the hands of the assignee the sum of seven hundred and sixty-two dollars and forty-three cents for contingent expenses, and the sum of twenty-one thousand five hundred and forty-one dollars and thirty-seven cents, reserved for debts on which juries have been claimed, subject to our future order; which sum of twenty-one thousand five hundred and forty-one dollars and thirty-seven cents, we direct for the present to be deposited by the assignee, to his credit as such, in the Bank of Alexandria, there to remain subject to our future order. But as the calls we have heretofore made on the said assignee for more specific information in relation to the bankrupt's estate, the manner it has been by him sold and disposed of, the collections he has made, and the expenses he has incurred, have not been answered in a manner satisfactory to us, we do hereby declare that it is not our intention to adopt, nor do we hereby adopt the account by the said assignee rendered, or as reformed by us, further than as an admission of funds received to a given extent of the bankrupt's estate, leaving open to further inquiry the said assignee's conduct in relation to the said estate, and reserving to ourselves, and to each and every creditor of the bankrupt, and to the bankrupt himself, fully and unimpaired by this order for dividend, the right to require from the said assignee a further account, as well in relation to the matters embraced by him in the account he has rendered, and in the reformed account, as in relation to any other matter belonging to the said estate not contained therein; and hereby explicitly declaring that this order for dividend shall, in no shape, be considered as precluding further inquiry, nor taken as an admission of the accuracy of the accounts rendered by the said assignee, and reformed by us, nor as dispensing with the calls for information by us heretofore made, or any other call which may hereafter be made by us, the creditors of the said bankrupt, or the bankrupt himself.

JONAH THOMPSON.
FRANCIS PEYTON.

John Hopkins, jr., for John Hopkins, objects to the decision of the commissioners, who refused to admit the claim on the evidence submitted, and requires a jury, which is allowed.

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John McIver, assignee of Andrew and William Ramsay, objects to the decision of the commissioners, who refused to admit the claim on the evidence submitted, and requires a jury, which is allowed.

The claim of Walter A. Smith being objected to by the commissioners on the evidence submitted, a jury is allowed.

The commissioners met this day, January the 30th, 1822, for the purpose of revising and correcting the order of dividend as made yesterday; and having amended the same, it was adopted as inserted on the preceding pages, with the interlineations there made.

Claims on which juries have been allowed.

Joseph Tidball, - - - -	$2,906 58
William Hodgson, - - - -	975 02
William J. Hall, - - - -	3,757 56
Thompson and Veitch, - - -	7,003 73
Thompson and Veitch, - - -	2,956 48
Richard Veitch, for Washington J. Washington,	7,477 18
William Taylor, - - - -	13,312 78
James Wilson, - - - -	1,315 82
John Batchelor, - - - -	20,206 96
John Hopkins, - - - -	4,117 12
Andrew and William Ramsay, - -	1,578 16
Walter A. Smith, - - - -	1,709 40
	$67,316 79

At a meeting of the creditors, held at the house of George M. Parsons, in the town of Alexandria, on the 7th day of February, 1825, agreeable to public notice,

There not being a majority in value of the creditors present, the meeting was adjourned until to-morrow at 10 o'clock. Adjourned.

The creditors met this day, February 8th, 1825, pursuant to adjournment.

The following resolution was then adopted by the meeting:

"*Resolved*, That the commissioners be authorized to draw on the assignee for such sums of money as may be necessary to defending a suit in chancery, instituted against the commissioners and creditors by John McIver, the assignee."

In pursuance of the above resolution of the creditors, the assignee of the said Josiah Watson is directed by the commissioners to pay to Israel P. Thompson, their clerk, the sum of three hundred dollars, which the said clerk is directed to deposite in the Bank of Alexandria, to be applied, under the authority of the commissioners, to defraying the expenses in defending certain suits instituted against the said creditors and commissioners.

No. 2.

The United States of America to George Gilpin, Francis Peyton, and Jonah Thompson, greeting:

Whereas we are informed that Josiah Watson, of the town of Alexandria, in the District of Columbia, using and exercising the trade of a merchant, by buying and selling, about the 13th day of the present month, did become a bankrupt within the act of Congress entitled "An act to establish a uni-

form system of bankruptcy throughout the United States," with intent unlawfully to defraud or delay Gurden Chapin, of the same town, and others, of their just debts, we, minding the due execution of the said acts, do, by these presents, appoint you to be commissioners of the said bankrupt, with full powers and authority unto you, or the majority of you, to proceed according to the said act, not only concerning the said bankrupt, his body, lands, tenements, goods, debts, and all other things whatsoever; but also concerning all other persons, who, by concealment, claim, or otherwise, do or shall offend, touching the premises or any part thereof, contrary to the true intent and meaning of the said act; and to do and execute all things whatsoever, as well for satisfaction and payment of the said creditors, as for all other intents and purposes, according to the directions of the said act; willing and commanding you, or the majority of you, to proceed to the execution and accomplishment of this commission, according to the true intent and meaning of the said act.

Witness William Kilty, Chief Judge of the circuit court of the United States for the District of Columbia, this 15th April, 1803.

W. KILTY, [SEAL.]

No. 3.

Thomas Jefferson, President of the United States of America, to all who shall see these presents, greeting:

Know ye, that, reposing special trust and confidence in the integrity, diligence, and ability of Francis Peyton, of Columbia District, I do, in pursuance of the powers vested in me by an act of the Congress of the United States, passed on the 29th day of April, 1802, entitled "An act to amend the judicial system of the United States," hereby appoint him, the said Francis Peyton, a general commissioner of bankruptcy in and for the said Columbia District; and do authorize and empower him to execute and fulfil the duties of that office according to law, and to have and to hold the same, with all the rights and emoluments thereunto legally appertaining, during the pleasure of the President of the United States for the time being.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

Given under my hand at the city of Washington, the twenty second day of June, in the year of our Lord one thousand eight hundred and two, and of the independence of the United States of America the twenty-sixth.

THOS. JEFFERSON.

By the President:

JAMES MADISON,
Secretary of State.

[Nos. 4 and 5, referred to as commissions to Walter Jones, Jonah Thompson, and George Gilpin, are not filed in the papers in this cause. The following is a copy of a printed form of a letter addressed to Francis Peyton, and shews that there were commissions issued to said Jones, Thompson, and Gilpin.]

DEPARTMENT OF STATE, 22*d June*, 1802.

In pursuance of an act of the last session of Congress, authorizing the President of the United States to appoint commissioners of bankruptcy in

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the several districts composing the United States, he has selected yourself, together with Walter Jones, jr., Jonah Thompson, and George Gilpin, Esquires, to be commissioners for the District of Columbia; and I have the pleasure herewith to enclose your commission.

I am, very respectfully, sir,

Your obedient servant,

JAMES MADISON.

FRANCIS PEYTON, Esq.

No. 6.

Thomas Jefferson, President of the United States of America, to all who shall see these presents, greeting:

Know ye, that, reposing special trust and confidence in the integrity, diligence, and ability of Jonah Thompson, of Columbia District, I do, in pursuance of the powers vested in me by an act of the Congress of the United States, passed on the 29th day of April, 1802, entitled "An act to amend the judicial system of the United States," hereby appoint him, the said Jonah Thompson, a general commissioner of bankruptcy in and for the said Columbia District; and do authorize and empower him to execute and fulfil the duties of that office according to law, and to have and to hold the same, with all the rights and emoluments thereunto legally appertaining, during the pleasure of the President of the United States for the time being.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

Given under my hand at the city of Washington, the twenty-second day of June, in the year of our Lord one thousand eight hundred and two, and of the independence of the United States of America the twenty-sixth.

TH. JEFFERSON.

By the President,

JAMES MADISON, *Secretary of State.*

No. 7.

In the case of Josiah Watson, a bankrupt, June 28th, 1803. Whereas a commission of bankruptcy hath duly issued against the said Josiah Watson, and the major part of the commissioners therein named have declared the said Josiah Watson a bankrupt, and have duly certified to me that he hath made a full discovery of his estate and effects, and in all things conformed himself to the directions of the act of Congress in such case made and provided, and that there doth not appear to be any reason to doubt of the truth of such discovery, or that the same was not a full discovery of the said bankrupt's estate and effects; and that two thirds in number and in value of the creditors of the said bankrupt, who are creditors for not less than fifty dollars respectively, and who have duly proved their debts under the said commission, have signed the said certificate, and testified their consent to the allowance of a certificate of discharge, in pursuance of the said act of Congress; and the said bankrupt having made oath in writing that the certificate of the said commissioners, and consent of the creditors thereto, were obtained fairly and without fraud; and due notice having been given by my direction to the creditors of the said bankrupt of the time and place for allowing a final certificate of discharge; and now, at the time and place so notified,